

**GRANT OF MULTI-PURPOSE EASEMENT**

**Heritage Church of Grand Junction, Colorado, a Colorado non-profit corporation, Grantor**, whose address is 2935 F Road, Grand Junction, Colorado 81504, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, irrigation and drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

A strip of land situate in the NE 1/4 NE 1/4, Section 7, Township 1 South, Range 1 East, of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the found Mesa County survey marker for the northeast corner of said Section 7, the basis of bearing being S00°03'06"E to the N 1/16 corner of said Section 7, also being a found Mesa County survey marker;  
thence S00°03'06"E a distance of 56.00 feet;  
thence S89°56'31"W a distance of 55.00 feet to the point of beginning;  
thence S00°03'06"E a distance of 218.17 feet;  
thence S05°38'54"W a distance of 30.17 feet;  
thence N89°56'54"E a distance of 3.00 feet;  
thence S00°03'06"E a distance of 203.78 feet;  
thence S89°57'54"W a distance of 14.00 feet;  
thence N00°03'06"W a distance of 457.97 feet;  
thence N89°56'31"E a distance of 13.00 feet;  
thence S00°03'06"E a distance of 6.00 feet;  
thence N89°56'31"E a distance of 1.00 feet to the point of beginning.  
Containing 6,361 square feet more or less.

AND

Commencing at said northeast corner of Section 7;  
thence S00°03'06"E a distance of 628.00 feet;  
thence S89°57'54"W a distance of 55.00 feet to the point of beginning;  
thence S00°03'06"E a distance of 464.62 feet;  
thence N89°58'39"W a distance of 14.00 feet;  
thence N00°03'06"W a distance of 464.61 feet;  
thence N89°57'54"E a distance of 14.00 feet to the point of beginning.  
Containing 6,505 square feet more or less.

Total description contains 0.30 acres more or less, as described herein and depicted on **"Exhibit A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which



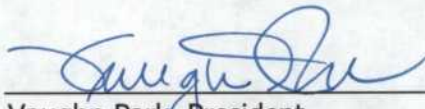
may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 7 day of NOVEMBER, <sup>2011</sup>~~2009~~.

Heritage Church of Grand Junction, Colorado,  
a Colorado non-profit corporation,

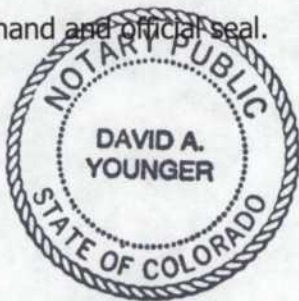
By:   
Vaughn Park, President

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing <sup>2011 by</sup> instrument was acknowledged before me this 7<sup>th</sup> day of November, ~~2009~~ by Vaughn Park, President, Heritage Church of Grand Junction, Colorado, a Colorado non-profit corporation.

My commission expires 1-27-2013.

Witness my hand and official seal.



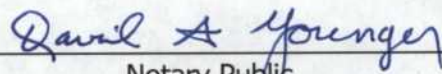
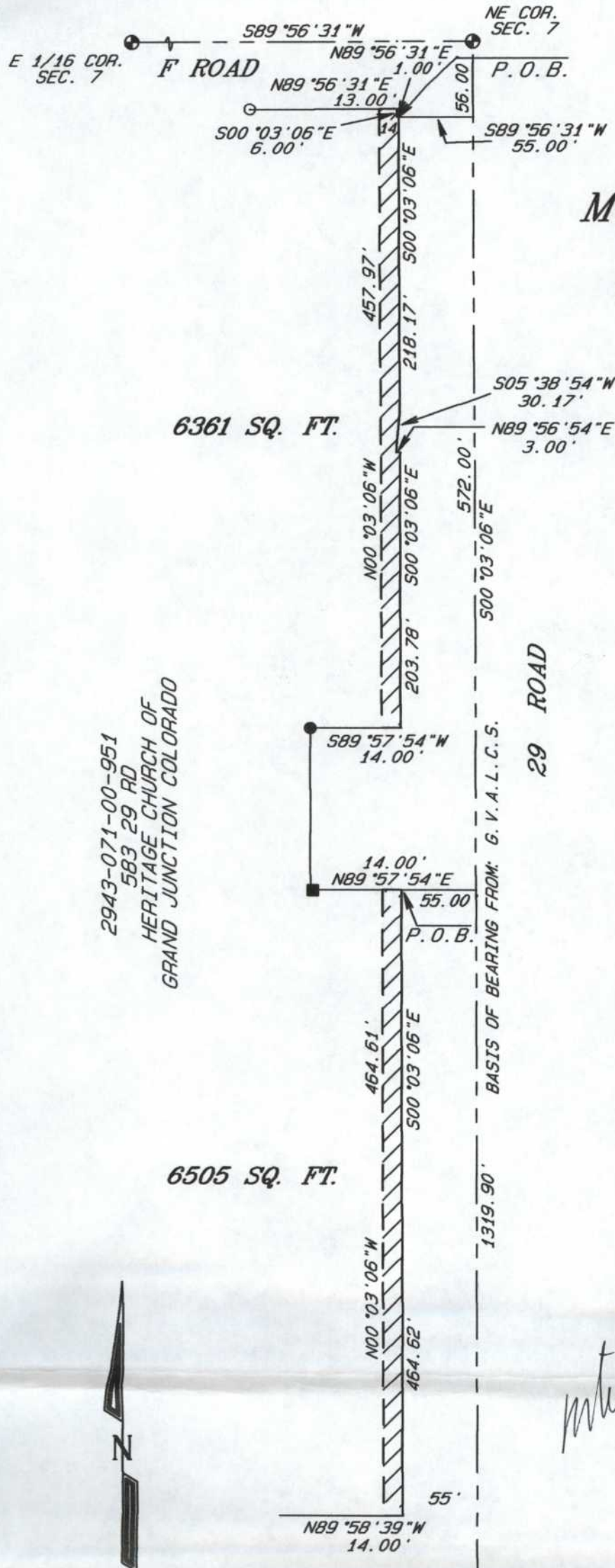
  
Notary Public

EXHIBIT A

MULTIPURPOSE  
EASEMENT  
0.30 ACRES



2943-071-00-951  
583 29 RD  
HERITAGE CHURCH OF  
GRAND JUNCTION COLORADO



NOT TO SCALE

N 1/16 COR.  
SEC. 7  
MCSM #52-1



D H SURVEYS, INC.  
970-245-8749  
JOB #953-06-01